

**Amendment No. 9**

**To**

**Contract No. 10-PCJPB-S-025**

**Rail Operations, Maintenance, and Support Services**

**Contractor: TransitAmerica Services, Inc.**

THIS NINTH AMENDMENT modifies the Agreement for provision of Rail Operations, Maintenance, and Support Services ("Agreement"), which was effective October 1, 2011, by and between the Peninsula Corridor Joint Powers Board ("JPB") and TransitAmerica Services, Inc. ("CONTRACTOR"), a Missouri Corporation located at P.O. Box 555, 600 South Riverside Road, St Joseph, MO 64502, (the "Parties").

WHEREAS, the Parties entered into the Agreement whereby the CONTRACTOR provides Caltrain rail operations, maintenance, and support services; and

WHEREAS, on February 24, 2012, the Agreement was amended to revise the Mobilization, Transition and Start-Up schedule, revise the Service Date, and modify the compensation and payment schedule (Amendment No. 1); and

WHEREAS, on October 1, 2012, the Agreement was amended further to revise the manner of payment provision, revise the method of calculating the CONTRACTOR's Direct Costs with regard to Employee Benefit and Injury Costs and increase the scope of services the CONTRACTOR provides under the Basic Service Plan (Amendment No. 2); and

WHEREAS, on January 28, 2013, the Agreement was amended to memorialize the FY13 Budget overrun mitigation plan and change the Notice provision to update the CONTRACTOR's contact information (Amendment No. 3); and

WHEREAS, on March 17, 2017, the Agreement was amended to exercise the Agreement's five one-year options terms, clarify the CONTRACTOR's fixed capital overhead rate, modify the CONTRACTOR's G&A rate, modify the Agreement's performance fee metrics, and modify the CONTRACTOR's scope of services to realize cost efficiencies (Amendment No. 4); and

WHEREAS, on March 12, 2021, the Agreement was amended to extend the Agreement through June 30, 2027, and modify the CONTRACTOR's G&A rate, modify the Agreement's performance fee metrics, and modify the CONTRACTOR's scope of services to realize cost efficiencies (Amendment No. 5); and

WHEREAS, on January 25, 2023, the Agreement was amended to reflect the JPB's purchase of Federal Employees Liability Act ("FELA") Insurance pursuant to Section 13(A)(1)(a)(3)(i) of the Agreement which authorizes the JPB to analyze and implement alternative compensation strategies for FELA costs (Amendment No. 6); and

WHEREAS, on August 29, 2023, the Agreement was amended to reflect the increase in the total coverage of FELA insurance purchased by the JPB from \$50,000,000 to \$100,000,000 (Amendment No. 7);

WHEREAS, on January 23, 2024, the Agreement was amended to address certain corrections and clarification for TASI's PCEP-Related Activities (Amendment No. 8), and

WHEREAS, the Parties have reviewed JPB's Responsibilities and Requirements under Section 13 (B) in the Agreement as amended, and agree that TASI, as the current Contractor, is to be added as an additional Named Insured under the property insurance maintained by the JPB, which should include a limited waiver of subrogation endorsement in favor of Contractor to that property insurance policy; and

WHEREAS, the Parties wish to amend the Agreement to memorialize the correction and clarification in the amended language as described below.

NOW THEREFORE, THE PARTIES AGREE to amend the Agreement as follows:

1. Section 13.B.2.a – Endorsements, is amended by deleting the section and replacing it with:

Endorsements

- a. Named Insured.

The JPB's Railroad, General Liability, Property and Automobile policies including Excess or Umbrella policies shall include CONTRACTOR as a Named Insured with respect to the ownership and operations of the JPB.

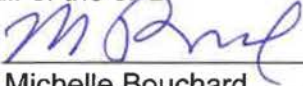
2. Section 13.B.2.b – Waiver of Subrogation, is amended by deleting the section and replacing it with:

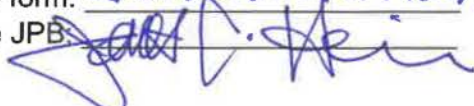
- b. Waiver of Subrogation.

The referenced policies within Section 13.2.a and any Excess or Umbrella policies shall contain a waiver of subrogation.

3. Except for those changes expressly specified in this Amendment No. 9, all other provisions, requirements, conditions, and sections of the underlying Agreement, as previously amended, shall remain in full force and effect.

On behalf of the JPB

Signed:   
Name: Michelle Bouchard  
Title: Executive Director  
Date: 5/1/25

Approved as to form: James C. Harrison  
Counsel for the JPB: 

On behalf of TASI

Signed: C. Scott Perry

Name: C. Scott Perry

Title: President

Date: 5/1/2025